			·				
AMENDMENT OF SOLICITAT	ION/MODIF	ICATION OF CONTRA	ACT	1. CO I	NTRACT ID CODE K		PAGE 1 OF 9
2. AMENDMENT/MODIFICATION NO.	3. EFFEC	FIVE DATE 4	4. REQUISITION	I/PUR	CHASE REQ. NO.	5. PROJE	CT NO. (If applicable)
0004	Octob	per 27, 2004					
6. ISSUED BY	CODE	SP0600	7. ADMINISTI CODE	ERED	BY (If other than Item	6)	SP0600
DEFENSE ENERGY SUPPORT CENTE 8725 JOHN J. KINGMAN ROAD, SUITE FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: Libby Brown/703-76 Candis Schiefer/703- E-MAIL: libby.brown@dla.mil	7-8671 or 767-8564	P.P. 7.2, 7.4 niefer@dla.mil	0022				
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stre	eet,city,county,State,and 2	ZIP Code)		9a. AMENDMENT	OF SOLICI	TATION NO.
				X	SD(0600-04-F	2 0122
					9b. DATED (SEE IT		1-0122
					Jo. DATED (SEE II	Lin 11)	
						tember 14	
					10a. MODIFICATI	ON OF CO	NTRACT/ORDER NO.
Phone: E-Mail:	Fax:				10b. DATED (SEE)	ITEM 13)	
Cage Code:	Bidder Code	·	_				
11	THE ITEM	ONLY APPLIES TO A	MENDMENTS	VE COI	LICITATIONS		
111.	. THIS TIEN	IONLI AFFLIES IO A	WENDWENTS	JI SUI	LICITATIONS		
[X] The above numbered solicitation is am	ended as set fo	orth in Item 14. The hour	and date specified	for rec	eipt of Offers [] is ex	tended, [X] is
not extended. Offers must acknowledge receipt of this amend	lment prior to (he hour and date specifie	d in the solicitation	or ac a	amended by one of the	following m	nethods: (a) Rv
completing Items 8 and 15, and returning1							ethous. (a) by
copy of the offer submitted; or(c) By separate l							
ACKNOWLEDGMENT TO BE RECEIVED							
SPECIFIED MAY RESULT IN REJECTIO made by telegram or letter, provided each teleg							
specified.					r	· · · · · · · · · · · · · · · · · · ·	8
12. ACCOUNTING AND APPROPRIATIO	N DATA (If re	equired)					
13 TH	IS ITEM API	PLIES ONLY TO MOD	IFICATIONS OF	CON	FRACTS/ORDERS		
IT	MODIFIES 7	THE CONTRACT/ORD	ER NO. AS DES	CRIBE	ED IN ITEM 14.		
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN I		ANT TO: (Specify authori	ty) THE CHANGE	S SET	FORTH IN ITEM 14	ARE MADE	IN THE
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						S (such as ch	anges in paying
C. THIS SUPPLEMENTAL AGREE	EMENT IS EN	TERED INTO PURSUA	NT TO AUTHOR	ITY OI	? :		
D. OTHER (Specify type of modifice	ution and autho	ority):					
E. IMPORTANT: Contractor [] is not, []	is required to	sign this document and re	eturn copies to	the issu	ing office.		
14.		-	-				
		0 0					
		See pages 2	through 9				
Except as provided herein, all terms and condit	ions of the doc	cument referenced in Item	9A or 10A, as her	etofore	changed, remain unch	anged and in	full force and effect.
15A. NAME AND TITLE OF SIGNER (Ty	pe or print)		16A. NAME OI	CON	TRACTING OFFICE	ER	
					ELIZABETH R.	PESENT	T
15B. NAME OF CONTRACTOR/OFFERO	R	15C.DATE SIGNED	16B. UNITED S		S OF AMERICA	DENTI	16C.DATE SIGNED
(Signature of person authorized to signature	<u></u>		BY	tura of	Contracting Officer		

The following changes, clarifications, corrections, and additions are hereby incorporated into Solicitation SP0600-04-R-0122:

Delivery Schedule Changes:

South Region

- **1. Line Item 2004 McAlester AAP, OK:** Installation Note 3 is hereby revised. The new schedule page may be found on page 4 of this amendment.
- **NOTE 3:** CenterPoint Energy Gas Transmission (formerly Reliant) requires the Contractor to add additional gas for Fuel Loss from the Neutral Pooling Area to the Citygate CenterPoint Energy ARKLA (LDC). McAlester will use Area 10 West Pooling Area. This will be billed as a pass through charge to the installation.
- **2.** Line Item 2017/Pine Bluff Arsenal, AR: Installation Notes 1 and 2 are hereby revised from Amendment 0003. The new schedule page may be found on page 5 of this amendment.
- **Note 1: For Pine Bluff Arsenal Southside (Main Post):** Contractor will perform Billing Services. Installation MDQ is 3300 Dths firm requirement. The installation uses significantly less capacity eight months of the year. The Receipt Area on CenterPoint Energy Gas Transmission is Neutral (Flex), Receipt Number 16624. Pine Bluff Arsenal Soutside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.
- **Note 2: For Pine Bluff Arsenal Northside:** Installation MDQ is 480 Dth of capacity on the CenterPoint Energy Gas Transmission (formerly Reliant) pipeline which is owned by Pine Bluff Arsenal. This is an incinerator plant, the requirement quantities will fluctuate and there could be large swings in daily natural gas usage for this meter. The receipt area on CenterPoint Energy Gas Transmission is North, Receipt Number 13216. Pine Bluff Arsenal Northside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.
- **3. Line Items 2031-2039/Installations Behind Atlanta Gas Light (AGL):** Installation Note 8 is hereby revised from Amendment 0003. The group notes may be found on pages 6-7 of this amendment.

Note 8: Atlanta Gas Light (AGL) Account Numbers are provided FOR INFORMATION ONLY below:

5393293229, 4882851321, 4554188497, 6825197042, 2140436079, 169578205, 6396234143, 4643947044, 660195228, 4580876002, 3577441085, 8416368260, 1816287225, 2222077145, 3529147147, 1813078144, 6386226148, 8231661277, 2463073227, 3570649127, 1650390543, 9236873027, 4486985222, **23538040006. 23600670018, 23558030008, 23500350009, 23586075001, 23550090006.**

As these accounts are subject to change, a finalized list will be provided at time of award.

West Region

1. Line Item 4001 Hill Air Force Base, UT: Installation Note 3 is hereby revised. The new schedule page may be found on page 8 of this amendment.

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Hill AFB holds capacity on Questar Pipeline.

2. Line Item 4002 Tooele Army Depot, UT: Installation Note 3 is hereby added. The new schedule page may be found on page 9 of this amendment.

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Tooele does not hold any capacity on Questar Pipeline.

The closing date and time for receipt of offers remains Thursday, November 4, 2004 at 2:00 p.m. local time, Fort Belvoir, VA.

2004 MCALESTER ARMY AMMUNITION PLANT, OK

- NOTE 1: Line Item 2004 is set aside exclusively for Small Businesses. (See Clause I174.03)
- NOTE 2: McAlester Army Ammunition Plant is under Rate Rider 2.

NOTE 3: CenterPoint Energy Gas Transmission (formerly Reliant) requires the Contractor to add additional gas for Fuel Loss from the Neutral Pooling Area to the Citygate CenterPoint Energy ARKLA (LDC). McAlester will use Area 10 West Pooling Area. This will be billed as a pass through charge to the installation.

2004 Direct Supply Natural Gas to be delivered FOB NEUTRAL POOLING POINT via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 952,203

IOIAL QUANTITI 932,203		mated ntity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:				
2004 AA SUPPLY INDEX PRICE	Esti	2,203 mated ntity	* Unit Price	* Total Estimated Price
FIXED PRICE WITH EPA:				
FIRM	27	4,944	*	*
2004 AD WINTER ADJUSTMENT FACTOR	27	4,944	\$	\$
2004 AE SUMMER ADJUSTMENT FACTOR		NA	NA	NA
LIMITED INTERRUPTIBLE	67	7,259	*	*
2004 AG WINTER ADJUSTMENT FACTOR	43	2,231	\$	\$
2004 AH SUMMER ADJUSTMENT FACTOR	24	5,028	\$	\$
EQ FOR ULTIMATE		SUMMER	WINTER	
DELIVERY TO	MDQ	QUANTITY	QUANTITY	
200401 MCALESTER AAP				-
FIRM	767	0	274,944	
LIMITED INTERRUPTIBLE		245,028	432,231	

*The following information is provided for Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION, paragraph (e):

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
2004	FOB NEUTRAL POOLING POINT	INSIDE FERC'S GAS MARKET REPORT	PANHANDLE EASTERN PIPELINE CO.	TEXAS, OK (MAINLINE)	ALT I	September, 2004

2017 PINE BLUFF ARSENAL, AR

Note 1: For Pine Bluff Arsenal Southside (Main Post): Contractor will perform Billing Services. Installation MDQ is 3300 Dths firm requirement. The installation uses significantly less capacity eight months of the year. The Receipt Area on CenterPoint Energy Gas Transmission is Neutral (Flex), Receipt Number 16624. Pine Bluff Arsenal Soutside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

Note 2: For Pine Bluff Arsenal Northside: Installation MDQ is 480 Dth of capacity on the CenterPoint Energy Gas Transmission (formerly Reliant) pipeline which is owned by Pine Bluff Arsenal. This is an incinerator plant, the requirement quantities will fluctuate and there could be large swings in daily natural gas usage for this meter. The receipt area on CenterPoint Energy Gas Transmission is North, Receipt Number 13216. Pine Bluff Arsenal Northside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

2017 Direct Supply Natural Gas to be delivered FOB CITYGATE ARKLA GAS COMPANY via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 1,857,000

TOTAL QUANTITY 1,857,000		imated antity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA: 2017 AA SUPPLY INDEX PRICE	Est	57,000 imated antity	* Unit Price	* Total Estimated Price
FIXED PRICE WITH EPA: FIRM 2017 AD WINTER ADJUSTMENT FACTOR 2017 AE SUMMER ADJUSTMENT FACTOR	96	57,000 59,000 38,000	\$ \$	\$ \$
EQ FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY	_
201701 PINE BLUFF ARSENAL SOUTHSIDE FIRM 201702 PINE BLUFF ARSENAL NORTHSIDE FIRM	3,300	825,000 63,000	924,000	_

*The following information is provided for Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION, paragraph (e):

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
2017	CITYGATE ARKLA GAS COMPANY	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	September, 2004

2031 - 2039 INSTALLATIONS BEHIND ATLANTA GAS LIGHT (AGL)

The following notes apply to Line Items 2031 through 2039:

NOTE 1: The successful offeror shall be required to perform billing services in accordance with Clause G702, BILLING SERVICES. However, any offeror that cannot comply with the invoice format requirements of Clause G702, BILLING SERVICES or I1.03-6, CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (NATURAL GAS), paragraph(g) INVOICE may submit a sample invoice to demonstrate the format that would be used in event of award. The Government must be able to see or readily calculate that the total amount paid on an invoice equals the volume of Dekatherms delivered times the contract price for each location, type of transportation and delivery period being billed, plus other charges and taxes supported by the AGL tariff and/or actual AGL invoices/documents as specified in NOTES 4 & 5 below. If AGL billing cycles cross delivery months, DESC will expect that invoices will reflect the prorated quantities and the respectively Inside FERC Sonat, Louisiana and Transco, Zone 3 (Line Item 2035 only) price for each month and appear on a single invoice that will identify one specific billing period as determined by AGL per market standards, or that the DESC contractor will accept payment at the DESC monthly contract price applicable to the majority of days in the cycle.

NOTE 2: The successful offeror will be assigned the firm capacity and upstream assets by Atlanta Gas Light (AGL) to provide delivery services to installations with firm requirements. Each Installation will remain under an Atlanta Gas Light transportation tariff and the LDC transportation charges will be billed to the successful offeror. The successful offeror shall include all AGL charges on its invoice as pass-through charges.

NOTE 3: The following regulated intrastate utility charges and taxes, as amended or changed by AGL or the State of Georgia from time to time, shall be managed as pass through costs and added to the contractor's invoice without mark up, if applicable:

a. FOR FIRM TRANSPORTATION ONLY:

INTRASTATE CHARGES
AGL Customer Charge
Daily Designated Design
Capacity (DDDC) Charge
Franchise Recovery Fee
MCF Meter

MCF Meter
Meter Reading
Education Charges
Pipe Replacement Charge

INTERSTATE CHARGES
DDDC * \$8.50

APPLICATION Monthly

Monthly, per Dth of DDDC

Monthly

Monthly, per MCF meter Monthly, Meter reading charge

Monthly, recovery fee

Monthly

APPLICATION

Monthly, per Dth of DDDC

b. FOR INTERRUPTIBLE TRANSPORTATION ONLY:

INTERSTATE CHARGES APPLICATION fuel loss (SONAT and Transco Zone 3) Monthly

NOTE 4: The Government reserves the right to add requirements within the aggregated pools at contract price.

NOTE 5: The Government understands that, under AGL regulations, it is the Contractor's responsibility to call curtailments based upon any Operational Flow Orders (OFO's) called by AGL and that OFO's behind AGL are identified by pools instead of by specific customers. Therefore, the Government requests that offerors submit, with their initial offers, their company's operational plan for putting back on line its interruptible customers after OFO's have been lifted.

NOTE 6: All accounts under this contract must be switched over to the new contractor prior to the beginning of the delivery period. If an account is not switched and DESC receives an invoice from a company other than the new contractor for deliveries made on or after October 1, 2005, this invoice will be forwarded to the new contractor to pay directly and in turn the new contractor will invoice DESC the contract price for this account.

NOTE 7: Mismatch Orders, Curtailments, Procedures and Responsibilities

A. Demand Mismatch Orders

When a Demand Mismatch Order (DMO) is called by AGL, in accordance with AGL's guidelines the Contractor shall be responsible for notifying its interruptible customers in the affected pools to advise them that a DMO has been called. Since a DMO may be called at any time, to include week-ends and federal holidays, telephone numbers for both regular-duty and after hours/non-duty hours points of contact (POC) are provided for all interruptible installations, and is listed in Attachment II of any resultant contract. (Attachment will be properly named at time of contract award). It is the responsibility of the installations to keep the Contractor and DESC informed of any changes in the POC's names or telephone numbers.

Should it be necessary to contact after hours/non-duty hours POC as identified in the respective attachment, they shall, as primary means, be contacted directly. If this primary means is unsuccessful, then indirect methods for contacting such as fax, voice mail and e-mail will be acceptable and it will be the responsibility of the after hours customer personnel to provide additional support in notifying the POC. However, indirect methods for contacting such as fax, voice mail and e-mail will be acceptable during regular duty hours in the event the respective POC identified in Attachment II is not available. In the event the installations have failed to provide accessible POCs names and telephone numbers, then the Contractor shall use its best judgment to determine the appropriate DMO quantity for that installation and subsequently the installation will be responsible for any penalty. In the event the Contractor fails to notify the installation of the DMO, the Contractor shall be responsible for any mis-match penalty gas.

Upon notification by the Contractor, each installation in the pool(s) named in the DMO will have the choice of shutting off its gas and switching to its alternate fuel, or deciding with the Contractor on an estimated quantity of gas it will burn each day during the announced DMO period.

Once the DMO quantity is established between the Contractor and the installation, the Contractor shall provide a written notification to the installation and DESC confirming the DMO quantity. Thereafter, the installation shall be responsible for monitoring its daily gas usage during the DMO period to ensure that the established level is not exceeded. Daily quantities are determined per "gas day" of 10:00 a.m. Eastern Time Zone to 10:00 a.m. the following day. If the established daily usage is exceeded, the installation must pay the AGL penalty on the excess volumes taken.

The Contractor retains the right to curtail customers during a DMO.

B. Supply Mismatch Orders

The same procedures and responsibilities apply in the case of a Supply Mismatch Order (SMO). Under an SMO, a penalty occurs if the customer uses less than the established daily usage.

C. Curtailments

Capacity Curtailment: A capacity curtailment for Interruptible Service shall include, a limit to the Contractors excess firm capacity beyond the control of the Contractor that results in delivery in less than the ordered quantity of gas for a whole or part of a gas day. Such circumstance shall constitute an Excuse To Performance for line items requiring limited interruptible or interruptible requirements.

NOTE 8: Atlanta Gas Light (AGL) Account Numbers are provided FOR INFORMATION ONLY below:

5393293229, 4882851321, 4554188497, 6825197042, 2140436079, 169578205, 6396234143, 4643947044, 660195228, 4580876002, 3577441085, 8416368260, 1816287225, 2222077145, 3529147147, 1813078144, 6386226148, 8231661277, 2463073227, 3570649127, 1650390543, 9236873027, 4486985222, 23538040006. 23600670018, 23558030008, 23500350009, 23586075001, 23550090006.

As these accounts are subject to change, a finalized list will be provided at time of award.

4001 HILL AIR FORCE BASE, UT

NOTE 1: Line Items 4001 and 4002 are tied together for purposes of evaluation and award. Offerors must offer on all items within the tied group in order to be considered for award.

NOTE 2: Line Items 4001 and 4002 are set aside exclusively for Small Businesses. (See Clause I174.03)

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Hill AFB holds capacity on Questar Pipeline.

4001 Direct Supply Natural Gas to be delivered FOB CITYGATE QUESTAR GAS **via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 8,680,545	Est	imated		Total
		antity	Unit Price	Estimated Price
FIXED PRICE WITH EPA:				
4001 AA SUPPLY INDEX PRICE	•	80,545	*	*
		imated antity	Unit Price	Total Estimated Price
		y		Estimated Piice
FIXED PRICE WITH EPA:				
FIRM	5,6	78,745	*	*
4001 AD WINTER ADJUSTMENT FACTOR	3,742,200		\$	\$
4001 AE SUMMER ADJUSTMENT FACTOR	1,9	36,545	\$	\$
LIMITED INTERRUPTIBLE	3,0	01,800	*	*
4001 AG WINTER ADJUSTMENT FACTOR		NA	NA	NA
4001 AH SUMMER ADJUSTMENT FACTOR	3,0	01,800	\$	\$
EQ FOR ULTIMATE		SUMMER	WINTER	
DELIVERY TO	MDQ	QUANTITY	QUANTITY	
400101 HILL AFB				· -
FIRM	9,174	1,936,545	3,742,200	
LIMITED INTERRUPTIBLE	•	3,001,800	0	

*The following information is provided for Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION, paragraph (e):

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
4001	CITYGATE FOB CITYGATE QUESTAR GAS	INSIDE FERC'S GAS MARKET REPORT	QUESTAR PIPELINE	ROCKY MOUNTAINS	ALT I	September, 2004

4002 TOOELE ARMY DEPOT, UT

NOTE 1: Line Items 4001 and 4002 are tied together for purposes of evaluation and award. Offerors must offer on all items within the tied group in order to be considered for award.

NOTE 2: Line Items 4001 and 4002 are set aside exclusively for Small Businesses. (See Clause I174.03)

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Tooele does not hold any capacity on Questar Pipeline.

4002 Direct Supply Natural Gas to be delivered FOB CITYGATE FOB CITYGATE QUESTAR GAS **via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 1,254,000

TOTAL QUANTITY 1,234,0	Esti	mated ntity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA: 4002 AA SUPPLY INDEX PRICE	Esti	4,000 mated ntity	* Unit Price	* Total Estimated Price
FIXED PRICE WITH EPA: FIRM 4002 AD WINTER ADJUSTMENT FACTOR 4002 AE SUMMER ADJUSTMENT FACTOR	61	4,000 2,000 2,000	\$ \$	\$ \$
EQ FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY	
400201 TOOELE ARMY DEPOT FIRM	2,000	642,000	612,000	-

^{*}The following information is provided for Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION, paragraph (e):

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
4002	CITYGATE FOB CITYGATE QUESTAR GAS	INSIDE FERC'S GAS MARKET REPORT	QUESTAR PIPELINE	ROCKY MOUNTAINS	ALT I	September, 2004